

**United States Bankruptcy Court**  
**Northern District of Indiana**

In re **Meta Raquel Green**

Debtor(s)

Case No. **16-23382**Chapter **13**

**SECOND AMENDED CHAPTER 13 PLAN POST-CONFIRMATION**

1. **Payments to the Trustee:** The future earnings or other future income of the Debtor is submitted to the supervision and control of the trustee. The Debtor (or the Debtor's employer) shall pay to the trustee the sum of: **\$31,175.00 PAID THROUGH MONTH 17 (MAY, 2018) THEN \$5,278.60 A MONTH FOR MONTHS 18 - 60.**

Total of plan payments: **\$258,154.80**

2. **Plan Length:** This plan is estimated to be for **60** months.
3. Allowed claims against the Debtor shall be paid in accordance with the provisions of the Bankruptcy Code and this Plan.
- a. Secured creditors shall retain their mortgage, lien or security interest in collateral until the earlier of (a) the payment of the underlying debt determined under nonbankruptcy law, or (b) discharge under 11 U.S.C. § 1328.
- b. Creditors who have co-signers, co-makers, or guarantors ("Co-Obligors") from whom they are enjoined from collection under 11 U.S.C. § 1301, and which are separately classified and shall file their claims, including all of the contractual interest which is due or will become due during the consummation of the Plan, and payment of the amount specified in the proof of claim to the creditor shall constitute full payment of the debt as to the Debtor and any Co-Obligor.
- c. All priority creditors under 11 U.S.C. § 507 shall be paid in full in deferred cash payments.
4. From the payments received under the plan, the trustee shall make disbursements as follows:
- a. **Administrative Expenses**
- (1) Trustee's Fee: **3.50%**
- (2) Attorney's Fee (unpaid portion): **\$2,257.80 to be paid through plan in monthly payments**
- (3) Filing Fee (unpaid portion): **NONE**
- b. **Priority Claims under 11 U.S.C. § 507**
- (1) **Domestic Support Obligations**
- (a) Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim.
- (b) The name(s) and address(es) of the holder of any domestic support obligation are as follows. See 11 U.S.C. §§ 101(14A) and 1302(b)(6).

**-NONE-**

(c) Anticipated Domestic Support Obligation Arrearage Claims. Unless otherwise specified in this Plan, priority claims under 11 U.S.C. § 507(a)(1) will be paid in full pursuant to 11 U.S.C. § 1322(a)(2). These claims will be paid at the same time as claims secured by personal property, arrearage claims secured by real property, and arrearage claims for assumed leases or executory contracts.

Creditor (Name and Address)

Estimated arrearage claim

Projected monthly arrearage payment

**-NONE-**

(d) Pursuant to §§ 507(a)(1)(B) and 1322(a)(4), the following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit.

Claimant and proposed treatment: **-NONE-**

## (2) Other Priority Claims.

Name	Amount of Claim	Interest Rate (If specified)	Total Paid
<b>Indiana Department of Revenue</b>	<b>1,021.96</b>	<b>0.00%</b>	<b>1,021.96</b>
<b>Internal Revenue Service</b>	<b>2,743.97</b>	<b>0.00%</b>	<b>2,743.97</b>

## c. Secured Claims

(1) Pre-Confirmation Adequate Protection Payments. Pre-confirmation adequate protection payments to the following Creditors holding allowed claims secured by a purchase money security interest in personal property shall be paid by the Trustee through the plan as provided below. Adequate protection payments shall not accrue or be paid until the Creditor files a proof of claim. The principal amount of the Creditor's claim shall be reduced by the amount of the adequate protection payments remitted.

Name	Description of Collateral	Pre-Confirmation Monthly Payment
<b>-NONE-</b>		

## (2) Secured Debts Which Will Not Extend Beyond the Length of the Plan

(a) Secured Claims Subject to Valuation Under § 506. The Debtor moves the Court to value collateral as follows according to 11 U.S.C. § 506(a). Each of the following secured claims, if allowed, shall be paid through the plan in equal monthly payments set forth below, until the secured value or the amount of the claim, whichever is less, has been paid in full. Any remaining portion of the allowed claim shall be treated as a general unsecured claim. Any claim with a secured value of \$0 shall be treated as a general unsecured claim.

Name/Description of Collateral	Proposed Amount of Allowed Secured Claim	Monthly Payment	Interest Rate (If specified)	Total Paid
<b>Lake County Treasurer</b>	<b>623.43</b>	<b>10.39 Mos 1-60</b>	<b>0.00%</b>	<b>623.40</b>
<b>MBank</b>	<b>13,535.41</b>	<b>258.54 Mos 1-60</b>	<b>5.50%</b>	<b>15,512.40</b>
<b>4901 Drummond East Chicago, IN 46312 Lake County</b>				

(b) Secured Claims Not Subject to Valuation Under § 506. Each of the following claims, if allowed, shall be paid through the plan in equal monthly payments set forth below, until the amount of the claim as set forth in the Creditor's proof of claim has been paid in full.

Name/Description of Collateral	Proposed Amount of Allowed Secured Claim	Monthly Payment	Interest Rate (If specified)	Total Paid
<b>-NONE-</b>				

## (3) Secured Debts Which Will Extend Beyond the Length of the Plan

Name/Description of Collateral	Amount of Claim	Monthly Payment	Interest Rate (If specified)	Total Paid (during plan term)
<b>Bank of America</b>	<b>16,506.99</b>	<b>240.36 Mos 1-60</b>	<b>per contract</b>	<b>14,421.60</b>
<b>2301 W. 5th Ave. Gary, IN 46404 Lake County</b>				
<b>May need to file a quiet title action.</b>				
<b>Citimortgage Inc</b>	<b>41,045.86</b>	<b>543.49 Mos 1-60</b>	<b>per contract</b>	<b>32,609.40</b>
<b>4005 Pulaski St. East Chicago, IN 46312 Lake County</b>				
<b>Ditech</b>	<b>49,374.65</b>	<b>451.84 Mos 1-60</b>	<b>per contract</b>	<b>27,110.40</b>
<b>1216 W. 143rd St. East Chicago, IN 46312 Lake County</b>				
<b>Two units.</b>				
<b>Ditech</b>	<b>39,077.41</b>	<b>590.48 Mos 1-60, Debtor to become current on loan no later than July 31, 2018</b>	<b>per contract</b>	<b>35,428.80</b>
<b>3913 Main St. East Chicago, IN 46312 Lake County</b>				
<b>Two units.</b>				
<b>Ditech</b>	<b>22,480.64</b>	<b>398.25 Mos 1-60</b>	<b>per contract</b>	<b>23,895.00</b>
<b>4317 Olcott East Chicago, IN 46312 Lake County</b>				
<b>Three units</b>				

Name/Description of Collateral	Amount of Claim	Monthly Payment	Interest Rate (If specified)	Total Paid (during plan term)
<b>Seterus Inc</b> <b>506 W. 144th St. East Chicago, IN</b> <b>46312 Lake County</b>	<b>72,163.94</b>	<b>521.61 Mos 1-60</b>	<b>per contract</b>	<b>31,296.60</b>

## d. Unsecured Claims

(1) Special Nonpriority Unsecured: Debts which are co-signed or are non-dischargeable shall be paid in full (100%).

Name	Amount of Claim	Interest Rate (If specified)	Total Paid
<b>-NONE-</b>			

(2) General Nonpriority Unsecured: **THIS IS A BASE PLAN. All monies paid into Debtor(s)' Plan shall first be applied to pay in full any allowed administrative claims, priority claims, and secured claims. If any funds remain after the payment in full of any administrative claims, priority claims, and secured claims, then it shall be paid as a Base Plan to the unsecured creditors, pro rata.**

5. The Debtor proposes to cure defaults to the following creditors by means of monthly payments by the trustee:

Creditor/Description of Collateral	Amount of Default to be Cured	Monthly Payment	Interest Rate (If specified)	Total Paid
<b>Bank of America</b> <b>2301 W. 5th Ave. Gary, IN 46404 Lake</b> <b>County</b> <b>May need to file a quiet title action.</b>	<b>2,625.01</b>	<b>Prorata</b>	<b>0.00%</b>	<b>2,625.01</b>
<b>Citimortgage Inc</b> <b>4005 Pulaski St. East Chicago, IN 46312</b> <b>Lake County</b>	<b>8,326.63</b>	<b>Prorata</b>	<b>0.00%</b>	<b>8,326.63</b>
<b>Ditech</b> <b>4317 Olcott East Chicago, IN 46312</b> <b>Lake County</b> <b>Three units</b>	<b>14,158.14</b>	<b>Prorata</b>	<b>0.00%</b>	<b>14,158.14</b>
<b>Ditech</b> <b>3913 Main St. East Chicago, IN 46312</b> <b>Lake County</b> <b>Two units.</b>	<b>22,781.59</b>	<b>Prorata</b>	<b>0.00%</b>	<b>22,781.59</b>
<b>Ditech</b> <b>1216 W. 143rd St. East Chicago, IN</b> <b>46312 Lake County</b> <b>Two units.</b>	<b>4,784.20</b>	<b>Prorata</b>	<b>0.00%</b>	<b>4,784.20</b>
<b>Seterus Inc</b> <b>506 W. 144th St. East Chicago, IN 46312</b> <b>Lake County</b>	<b>9,528.06</b>	<b>Prorata</b>	<b>0.00%</b>	<b>9,528.06</b>

6. The Debtor shall make regular payments directly to the following creditors:

Name/Description of Collateral	Amount of Claim	Monthly Payment	Interest Rate (If specified)
<b>-NONE-</b>			

7. The employer on whom the Court will be requested to order payment withheld from earnings is:  
**NONE. Payments to be made directly by debtor without wage deduction.**

8. The following executory contracts of the debtor are rejected:

Other Party	Description of Contract or Lease
<b>-NONE-</b>	

9. Property to Be Surrendered to Secured Creditor

Name/Description of Collateral	Amount of Claim	Description of Property
<b>-NONE-</b>		

10. The following liens shall be avoided pursuant to 11 U.S.C. § 522(f), or other applicable sections of the Bankruptcy Code:

Name/Description of Collateral  
**-NONE-**

Amount of Claim

Description of Property

11. Title to the Debtor's property shall remain property of the bankruptcy estate until discharge, dismissal, or closing of the bankruptcy case. Debtor shall contribute any combined tax refunds, not including any FEDERAL OR STATE earned income or child tax credits, over \$750.00 to the Trustee for the TAX years of 2016, 2017, and 2018 Debtors are in the Chapter 13 plan. The Trustee shall apply any tax refunds received from Debtor to first pay in full any allowed administrative claims, priority claims, secured claims, and lastly to any allowed general unsecured claims as under a "base plan". To the extent that the tax refunds reduce the total amount to be paid in the plan under Paragraph 1, the plan length shall be reduced accordingly. However, the plan shall not be reduced to fewer than 36 months, unless the Trustee has received enough funds to pay creditors 100% of allowed claims. In the event the preceding debts are fully paid in accordance with any confirmed plan after the plan's 36th month, but before the end of the plan's 60th month, then Debtor(s)' plan shall be deemed FULLY PAID and completed. Secured creditors having a vehicle or vehicles as collateral shall be paid on the same disbursement level as the mortgage company. 12. As used herein, the term "Debtor" shall include both debtors in a joint case.

13. Other Provisions:

Reconciliation with Chapter 7:

Interest of unsecured creditors if Chapter 7 filed	
Total property of debtor	173,350.00
Property securing debt (excludes avoided liens)	157,213.64
Non-Debtor Equity	434.00
Priority unsecured claims (Schedule E)	3,765.93
Exempt property	10,250.00
Administrative Costs	1,295.24
Available to General Unsecured (Under Chapter 7)	391.19
Total General Unsecured	293,713.62
Percent of unsecured, nonpriority claims paid if Chapter 7 filed (est.)	0%
Percent of unsecured, nonpriority claims paid under Plan	1%

Date **May 29, 2018**Signature Meta Raquel Green by Attorney Seth Buitendorp**Meta Raquel Green**

Debtor

/s/ Seth R. Buitendorp

**Seth R. Buitendorp 23304-64**

Attorney for Debtor(s)

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